

### OBBROD OF THEOD SEOMESTERS

### COUNTY OF LOS ANGELES HATELOFICE



ALEX VILLANUEVA, SHERIFF

October 5, 2021

**ADOPTED** 

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

41-E October 5, 2021

CELIA ZAVALA EXECUTIVE OFFICER

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

APPROVE SOLE SOURCE AMENDMENT NUMBER TEN TO AGREEMENT NUMBER 77655 WITH PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM AND SERVICES
(ALL DISTRICTS) (3 VOTES)

#### **SUBJECT**

This is a joint recommendation by the Sheriff and the Chief Probation Officer. The Los Angeles County (County) Sheriff's Department (Department) and Probation Department (Probation) are seeking the Board's approval of Sole Source Amendment Number Ten (Amendment) to Agreement Number 77655 (Agreement) with Public Communications Services, Inc. (PCS) to extend the Agreement for six months, plus a six-month option period, in any increment. The Amendment will ensure uninterrupted telephone services for incarcerated adults and juveniles within the Department's and Probation's facilities while the Department continues developing the solicitation for a successor contract. Additionally, the Amendment will modify the inmate telephone billing rates and Inmate Welfare Fund revenue share, eliminate the Minimum Annual Guarantee, and eliminate or modify certain ancillary service charges, effective October 7, 2021, in accordance with the California Public Utilities Commission (CPUC) Ruling (CPUC 20-10-002) and Federal Communication Commission (FCC) Ruling (FCC 21-60).

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850—

#### IT IS RECOMMENDED THAT THE BOARD:

- Delegate authority to the Sheriff, or his designee, to execute an Amendment, substantially similar to the attached amendment, to (1) extend the Agreement for six months through April 30, 2022, plus a six-month option period, exercisable in any increment, through October 31, 2022, (2) modify the inmate telephone billing rates consistent with CPUC 20-10-002 and FCC 21-60 rulings, (3) modify the Inmate Welfare Fund revenue share, (4) eliminate the Minimum Annual Guarantee, (5) eliminate or modify the ancillary service charges set forth in the Agreement, and (6) add or modify certain County-mandated standard provisions.
- Delegate authority to the Sheriff, or his designee, to execute an amendment to the Agreement to exercise the additional six-month option period in any increment, provided a 30-day advance written notification is provided to the Board of Supervisors.
- 3. Delegate authority to the Sheriff, or his designee, to terminate the Agreement with 30 days advance written notice to PCS.
- 4. Delegate authority to the Sheriff, or his designee, to negotiate and enter into an alternative amendment with PCS prior to October 27, 2021, in the event CPUC 20-10-002 is stayed by the court, with advance notice provided to the Board.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Agreement will expire on October 31, 2021. On May 12, 2021, in accordance with Board Policy 5.100, the Department provided the Board with an advance notification of its intent to enter into a Sole-Source Amendment to extend the Agreement for a period of one year, plus a six-month option period, to ensure uninterrupted telephone services for incarcerated adults and juveniles within the Department's and Probation's facilities while the Department continues developing the solicitation for a successor contract. On May 13, 2021, we were requested by the Justice Deputies to change the term to a period of six months, plus a six-month option period, which changed the date of the advance notification to May 13, 2021. Approval of the recommended actions will ensure uninterrupted telephone service for adults and juveniles incarcerated within the Department's and Probation's facilities. The Amendment will also ensure uninterrupted services while a collaborative response to the May 18, 2021, Board Motion 13 is prepared, and will allow time to incorporate any further instruction from the Board regarding the competitive solicitation for a successor contract. Additionally, the recommended actions will allow the Department and Probation to align the County's Agreement for Inmate Telephone System (ITS) and Services with CPUC 20-10-002 and

FCC 21-60 rulings, which among other things, lowers the per-minute interim rate caps for all domestic and international calls.

#### Background

On September 20, 2011, the Board approved the Agreement for the provision of an ITS and Services to the Department and Probation, with an initial term of November 1, 2011, through October 31, 2016. Under the Agreement, the County had the option to extend the term of the Agreement for up to three one-year periods, plus one six-month period, through April 30, 2020, if all options were exercised.

On September 26, 2013, the FCC released a "Report and Order and Further Notice of Proposed Rulemaking" (FCC 13-113), which among other things, established interim rate caps on the interstate calling rates charged by inmate calling service providers.

On December 2, 2013, the County and PCS entered into Amendment Number One to the Agreement which, among other things, deleted and replaced Exhibit B (Statement of Work), of the Agreement to change the delivery method for Pre-Paid Call Services from a tangible Pre-Paid Phone Card to a Cardless Debit Phone Account administered by PCS.

On February 4, 2014, the County and PCS entered into Amendment Number Two to the Agreement, which (1) reduced the maximum dollar amount to \$60 from \$125 for collect calls placed to any single destination phone number during any continuous 30-day period, and (2) directed PCS to implement, not later than thirty (30) calendar days from the effective date of the Amendment, the recording of all telephone calls made from any and all phones within the Sheriff's Department Custody and Detention Facilities, other than those made to an attorney or public defender telephone number, including calls initiated by pro-per inmates.

On February 10, 2014, the County and PCS entered into Amendment Number Three to the Agreement, which reduced the Inmate Telephone Billing Rate for Domestic Calls – Interstate Calls (Debit Phone (Cardless) and Pre-Paid Account), effective February 11, 2014.

On November 5, 2015, the FCC released a "Second Report and Order and Third Further Notice of Proposed Rulemaking" (FCC 15-136), which among other things, established rate caps on interstate and intrastate calling rates and eliminated, restricted, and/or further defined the fees which may be charged by inmate telephone providers.

On March 7, 2016, the United States Court of Appeals, District of Columbia Circuit (D.C. Court) issued an order staying the implementation of rate caps on the calling rates set forth in 47 CFR section 64.6010, and caps on fees for single-call services set forth in 47 CFR section 64.6020(b) (2), pending judicial review of the legality of those caps established pursuant to FCC 15-136.

On March 23, 2016, the D.C. Court issued another order staying the implementation of the interim rate caps set forth in 47 CFR section 64.6030 only as they apply to the provision of intrastate calling services; whereas, all other provisions, rules, and regulations set forth in FCC 15-136 remained effective and were to be implemented by jail facilities by June 20, 2016.

On June 14, 2016, the Board delegated authority to the Sheriff to execute Amendment Number Four to the Agreement that (1) modified the Inmate Telephone Billing Rates and implemented new FCC-authorized Ancillary Services Charges consistent with FCC 15-136, (2) deleted the Convenience and Single-Bill fees authorized under Paragraph 9.5 (Miscellaneous Fees) of the Agreement, (3) added the Advance Pay One Call (APOC) services, and (4) formally memorialized the addition of Customer kiosks at the Department's Custody and Detention Facilities. The Board however did not delegate authority to the Sheriff to exercise the first one-year option term. The Board also requested that the Sheriff, in consultation with the Chief Executive Officer, Interim Chief Probation Officer, and the Office of Diversion and Reentry, report back to the Board in writing by September 30, 2016, with a written detailed analysis of the impact of the contract amendments on the cost and use of inmate phones, as well as recommendations regarding terms that should be included in a Request for Proposal (RFP) that would increase contact between inmates and their families, minimize recidivism, which will have an impact on distressed communities.

On October 4, 2016, the Board delegated authority to the Sheriff to execute Amendment Number Five to the Agreement that allowed the Department to exercise the first one-year Option Term and extend the term of the Agreement from November 1, 2016, through October 31, 2017. The Board letter provided the Department's analysis & findings and proposed recommendations in response to the Board's June 14, 2016, action.

On November 23, 2016, the County and PCS entered into Amendment Number Six to the Agreement that amended Exhibit N (Kiosk Locations) to relocate kiosk machines from Pitchess Detention Center and Lancaster Station to Walnut Station and Norwalk Station.

On December 19, 2016, the Department released a Request for Information (RFI) to seek information from vendors who could provide an ITS. The RFI requested vendors

to include any new technology features that allowed the use of emerging electronic technologies including but not limited to: electronic tablets, increased video visitation, video grams, inmate voicemail, and e-mail. The Department received six responses by the January 20, 2017, deadline. All six vendors were invited to participate in a non-competitive presentation of their products related directly to the subject intent of the RFI. Five vendors participated in the vendor presentations.

After reviewing the RFI responses and observing the vendor product presentations, the Department determined that inmate communication technologies such as electronic tablets need further research, a potential pilot program (pilot), and technical consulting before introducing these devices to the County's entire inmate population. It was also determined that inmate tablet devices were still considered an emerging technology and, in some cases, still in the prototype pilot phase.

On June 13, 2017, the D.C. Court ruled on the legality of FCC 15-136. The order was upheld in part and vacated in part, and certain issues were remanded to the FCC for further proceeding. The ruling had no immediate impact on the Agreement. There were no permanent calling rate caps or ancillary fee caps in effect that would have required modifications to the Agreement at that time.

On October 10, 2017, the Board delegated authority to the Sheriff to execute Amendment Number Seven to the Agreement to (1) exercise the second one-year option term from November 1, 2017, through October 31, 2018, (2) update the County-mandated provisions regarding Consideration of GAIN/GROW Program Participants, County's Quality Assurance Plan, and Safely Surrendered Baby Law, and (3) add the new County-mandated provisions regarding Time Off for Voting and Compliance with the County's Zero Tolerance Policy on Human Trafficking. The parties entered into Amendment Number Seven on October 27, 2017.

During 2018, Department representatives toured jails in various states and counties to observe the use of electronic tablets issued to inmates, and interviewed the jail administrators about the advantages and any problems experienced from issuing the tablets. Based upon the balance of positive reviews, the Department decided to combine inmate telephone and electronic tablet services into one solicitation, and engaged in gathering information to pursue this process. Tablet technology was relatively new and evolving so the Department was exploring the services of a consulting firm to analyze its impact on infrastructure and operations and advise how to go forward with implementing this program.

On October 2, 2018, the Board delegated authority to the Sheriff to execute Amendment Number Eight to the Agreement to (1) exercise the third one-year option term from November 1, 2018 through October 31, 2019, (2) update the County-mandated

provision regarding Assignment by Contractor, and (3) add the County-mandated provision regarding Compliance with Fair Chance Employment Practices and compliance with the County Policy of Equity. The parties entered into Amendment Number Eight on October 22, 2018.

On January 24, 2019, the Department decided to remove the electronic tablets from the inmate phone services solicitation and to forego consulting services due to the uncertainty about future plans for the jail infrastructure. On August 13, 2019, the contract for the Men's Central Jail replacement project was canceled. After further consideration of this news, the Department concluded it should resume exploring enhanced inmate communication platforms. Including electronic tablets within the ITS is expected to assist with Department of Justice compliance by providing an additional platform for inmates to submit service requests and grievances, and for the Department to track and account for such submissions. Tablet technology is being used at an increasing rate throughout correctional facilities in the United States, and has shown the potential to improve how educational services are delivered to inmates, including access to an electronic library, instructional videos, and distance learning opportunities with college partners. Tablet technology also shows the potential to improve accessibility for inmates to complete court mandated training, and for improving the likelihood of successful community reentry.

On October 1, 2019, the Board delegated authority to the Sheriff to execute Amendment Number Nine to the Agreement that extended the Term of the Agreement through October 31, 2021, a total period of two years that included the final six-month option period, and added new County-mandated provisions.

During 2020, despite the unpredictable and inherent challenges and delays associated with COVID-19 (staffing, illnesses, etc.) and the reintroduction of Senate Bill 555 (re: Jails and juvenile facilities communications, information, and commissary services contracts) that was vetoed on September 30, 2020, the Department and Probation continued to actively work on the RFP solicitation for a successor contract that includes an enhanced inmate communications platform.

On May 18, 2021, the Board adopted Motion 13 (Removing Financial Burdens for Families: Providing Free Phone Calls and Eliminating Profits and Mark-Ups on Commissary Items in the LA County Jails and Juvenile Camps and Halls). As a result, the Motion requires the Department, the Office of Inspector General, Internal Services Department, CEO, and others identified in the Motion to submit a report back to the Board prior to issuing a new Request for Proposals for a replacement contract.

On July 28, 2021, the FCC released a "Report and Order and Notice of Proposed Rulemaking" (FCC 21-60) Final Rule which, among other things, lowers the interim

interstate rate cap to \$0.12 for prisons and \$0.14 for jails with an average daily population of 1,000 incarcerated persons, effective October 26, 2021.

On August 19, 2021, the CPUC released Decision 21-08-037, Adopting Interim Rate Relief for Incarcerated Person's Calling Services, Rulemaking (20-10-002) which, among other things, imposes an interim per-minute cap of \$0.07 for intrastate debit, prepaid calls, and collect calls on all incarcerated persons calling services operating within California, effective October 7, 2021.

Proposed Amendment/Contract Negotiations:

On September 22, 2021, the Department and PCS reached a negotiated agreement pending approval by the Board, which:

- 1. Extends the Agreement for six months through April 30, 2022, plus a six-month option period, exercisable in any increment, through October 31, 2022.
- 2. Modifies inmate telephone billing rates as follows:
  - Establishes a \$0.07 per minute rate for all intrastate calls
  - Establishes a \$0.07 per minute rate for all interstate calls
  - Establishes a \$0.05 per minute rate for Speed Dial Calls to Designated County Entities.
  - Establishes a \$0.14 per minute rate cap plus authorized pass-through charges for international calls.
- 3. Eliminates the Minimum Annual Guarantee and adopts a tiered approach to the Inmate Welfare Fund revenue share based upon total calling minutes.
- 4. Eliminates or revises ancillary service charges and converts the fee structure to incorporate CPUC authorized transaction fees consistent with CPUC (20-10-002) and FCC (FCC 21-60), as follows:
  - Eliminates the \$2.00 Paper Bill/Statement Fee
  - Eliminates the \$3.00 Advance Pay Fee per deposit
  - Eliminates the \$3.00 Advance Pay One Call Fee per call

- Eliminates the \$5.95 Live Agent Fee per call
- Revises Third-Party Financial Transaction Fees, which are passed through to the customers directly with no markup, up to a limit of \$6.95, per transaction. This fee is associated with the transfer of money or processing of financial transactions, so as to facilitate a customer's ability to make account payments via a third party.

#### Implementation of Strategic Plan Goals

The ITS and services provided under the proposed Amendment support the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability. Specifically, the Amendment will allow the Department and Probation to continue providing telephone services to inmates and juveniles being held throughout the Department's and Probation's facilities.

### FISCAL IMPACT/FINANCING

The Amendment will implement new FCC and CPUC rules that eliminate the charging of ancillary service fees and reduce the per-minute rate for intrastate calls by 72%, to \$0.07 from \$0.25. The rate for interstate calls goes to \$0.07 from \$0.21 (a 69% reduction) for Pre-Paid/Debit Card calls, and to \$0.07 from \$.25 (a 72% reduction) for Collect calls. All calls will be provided to Probation free of charge during the Amendment term, and accordingly the \$59,000 MAG provided to Probation will be eliminated.

The significant reduction in per-minute rates and the elimination of ancillary service fees are anticipated to result in increased demand for telephone services among the justice-involved population. While the increased consumption might partially offset the loss of revenue due to the reduced billing rates, the overall impact on revenue is not foreseeable. PCS initially offered no revenue sharing for the IWF under the new fee and rate regulations. To preserve revenue for the IWF during the Amendment term, the Department successfully negotiated a tiered revenue sharing structure whereby the IWF would continue to receive a minimum 40% of PCS's revenue, and the percentage of revenue deposited to the IWF would increase to 45% and then to 60% when specific thresholds of increased call volume are met as further described in the Amendment.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Penal Code Section 4025(d), any commission received from the inmate telephone provider shall be deposited into the IWF.

This extension period allows the Department to continue providing telephone services for inmates needed to meet Department policies and maintain compliance with various California Penal Code and Code of Regulations Title 15 mandates.

PCS is in compliance with all Board and Chief Executive Office requirements, including Jury Service Program Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program.

The attached Amendment is approved as to form by County Counsel.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of these actions will ensure uninterrupted telephone services for adults and juveniles incarcerated in the Department's and Probation's facilities. The Department will continue to work toward finalizing requirements for the RFP solicitation for inmate communications system and services pending the completion of the collaborative response to the Board adopted Motion 13 from the May 18, 2021 meeting and any further instruction from the Board.

### CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contracts Unit.

Sincerely,

Reviewed by,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI UNDERSHERIFF ADOLFO GONZALES
CHIEF PROBATION OFFICER

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### **EXHIBIT C**

## TELEPHONE RATES AND PAYMENT SCHEDULE (Restated under Amendment Number Ten)

**INMATE TELEPHONE SYSTEM (ITS) AND SERVICES** 

### TELEPHONE RATES AND PAYMENT SCHEDULE

CONTRACTOR: PUBLIC COMMUNICATIONS SERVICES, INC.

#### A. INMATE TELEPHONE BILLING RATES

Domestic Calls INTRASTATE CALLS – All	CALL RATE
Rate per minute	\$0.07
Domestic Calls INTERSTATE CALLS – All	CALL RATE
Rate per minute	\$0.07
Speed Dial Rate to Designated County Entities	The Speed Dial Calls referenced in Paragraph 9.4.4 of the Agreement and Section 2.3.3. (Speed Dial; No Cost Calls to Inmates and Sheriff's Department) of Exhibit B (Statement of Work) shall be handled through a direct billing process between the Contractor and the Los Angeles County Internal Services Department.
Rate per minute	\$0.05
International Calls	CALL RATE
Rate per minute	\$0.14 plus the amount that Contractor must pay its underlying international service provider for that call on a per-minute bases, without a markup.

Contractor's inmate telephone billing rates shall at all times comply with all Federal Communications Commission (FCC), California Public Utilities Commission (CPUC), or other governmental agency mandates regardless of the rates set forth herein.

### B. INMATE WELFARE FUND REVENUE SHARE (IWF REVENUE SHARE)

County IWF Revenue Share Rate, expressed as a percentage of the Total Billable Amount, shall be as follows:

The IWF Revenue Share Rate shall be paid on a monthly basis by the 10<sup>th</sup> day of each month following the month on which the IWF Revenue Share Earned is generated as follows: 40% of the Contractor's Total Billable Amount, excluding applicable taxes for each month that the billed minutes in the month are below 9,562,500; 45% of the Contractor's Total Billable Amount, excluding applicable taxes, for the month that the billed minutes are between 9,562,501 minutes and

22,950,000 minutes; and 60% of the Total Billable Amount, excluding applicable taxes, for each month that the billed minutes are greater than 22,950,001.

Beginning November 1, 2021 and at the conclusion of each 6-month term thereafter, the actual IWF Revenue Share Earned at the above stated IWF Revenue Share Rate will be compared to a semi-annualized calculation of the billed minutes during the prior six month time period. Should the payment based on the semi-annualized calculation exceed the aggregate total monthly payments received by the County in the preceding six months, Contractor shall provide a "Trued-Up" payment to the County. The semi-annualized calculation shall be based on a payment of 40% of the Total Billable Amount, excluding applicable taxes, if the total billed minutes are 57,375,000 or less; 45% of the Total Billable Amount, excluding applicable taxes, if the total billed minutes are 57,375,001 to 137,700,000; and 60% of the Total Billable Amount, excluding applicable taxes, if the total for billed minutes above 137,700,000. Contractor shall make payment to the County for such Trued-Up amount within thirty (30) calendar days of the conclusion of each semi-annual term.

#### C. THIRD-PARTY FINANCIALTRANSACTION FEE

#### Third-Party Financial Transaction Fee

[Third-Party Financial Transaction Fee means the exact fees, with no markup, up to a limit of \$6.95 per transaction, that Contractor is charged by third parties to transfer money or process financial transactions to facilitate a Customer's ability to make account payments via a third party. Contractor may pass these fees through to Customers directly with no markup.]

Contractor's Third-Party Financial Transaction Fee authorized herein shall at all times comply with all CPUC and/or FCC mandates regardless of the Third-Party Financial Transaction Fees set forth herein.

#### D. TAXES AND REGULATORY FEES

Contractor shall charge only those mandatory applicable pass-through Taxes and regulatory fees as expressly authorized by the CPUC and/or FCC. Such mandatory applicable pass-through Taxes and regulatory fees shall be applied separately and passed through to Inmates and Customers directly with no mark-up. The inmate telephone billing rates charged in Section A (Inmate Telephone Billing Rates) are exclusive of mandatory applicable pass-through Taxes and regulatory fees collected by Contractor on behalf of federal, state, or local governments. No Taxes or regulatory fees shall be charged unless authorized by the CPUC and/or FCC and compliant with all CPUC and/or FCC mandates.

#### E. ADDITIONAL FREE CALLS FOR INMATES

In addition to other free calls for Inmates as specified in Subparagraphs 2.3.3 (Speed Dial, No Cost Calls to Inmates and Sheriff's) and 2.3.4 (Booking Calls) of

the Agreement, Contractor shall allow one no-cost call per week to each Inmate, at no cost to the Inmate or the County, with the condition that the call will be limited to five (5) minutes in length and all other provisions of the Agreement shall be enforced.

The Contractor shall also provide all phone calls placed by detainees in the Probation Facilities free of charge to Juvenile detainees, at no cost to the County.

Contractor represents and warrants that the person signing this Exhibit C (Telephone Rates and Payment Schedule) for Contractor is an authorized agent, who has actual authority to bind Contractor to each and every item listed in this Exhibit C (Telephone Rates and Payment Schedule) to provide such actual authority.

Printed Name	 Title	
i illited Name	Tiue	
Signature	 Date	

### PUBLIC COMMUNICATIONS SERVICES, INC. FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

This Amendment Number Ten ("Amendment") to Agreement Number 77655 ("Agreement") is entered into by and between County of Los Angeles ("County") and Public Communications Services, Inc. ("Contractor"), effective upon execution by both parties.

- A. WHEREAS, on September 20, 2011, the County Board of Supervisors approved the Agreement, with an Initial Term from November 1, 2011, through October 31, 2016, with three one-year Option Terms and six months, for Contractor's provision of Inmate Telephone System (ITS) and Services for the Los Angeles County Sheriff's Department ("Department") and the Los Angeles County Probation Department ("Probation"); and
- B. WHEREAS, in August 2012, County and Contractor agreed to implement County's option to install kiosks at various Department facilities, to enable, among other things, the setting up of Pre-Paid Accounts to be used solely by Inmates for ITS and Services, as defined in the Agreement, and County and Contractor wish to formally memorialize herein the installation thereof; and
- C. WHEREAS, on December 2, 2013, County and Contractor entered into Amendment Number One to the Agreement which, among other things, deleted and replaced Exhibit B (Statement of Work) of the Agreement to change the delivery method on Pre-Paid Call services from a tangible Pre-Paid Phone Card to a Debit Phone Account (Cardless) administered by Contractor; and
- D. WHEREAS, on February 4, 2014, County and Contractor entered into Amendment Number Two to the Agreement which (1) reduced the collect call maximum dollar amount from \$125 to \$60 to any single destination phone number in any continuous 30-day period, and (2) directed Contractor to implement, not later than thirty (30) calendar days from the effective date of Amendment Number Two, the recording of all telephone calls made from any and all phones within the Department Custody and Detention Facilities, which are not made to an attorney or public defender telephone number, including calls initiated by Pro-Per Inmates; and
- E. WHEREAS, on September 26, 2013, the Federal Communications Commission (FCC) released a Report and Order and Notice of Proposed Rulemaking (FCC-13-113) which, among other things, established interim rate caps on the interstate calling rates charged by inmate calling service providers; and

### PUBLIC COMMUNICATIONS SERVICES, INC. FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

- F. WHEREAS, on February 10, 2014, County and Contractor entered into Amendment Number Three to the Agreement which reduced the Inmate Telephone Billing Rate for Domestic Calls Interstate Calls (Debit Phone Account (Cardless) and Pre-Paid Account), effective February 11, 2014, in compliance with FCC 13-113; and
- G. WHEREAS, on November 5, 2015, the FCC released a Second Report and Order and Third Further Notice of Proposed Rulemaking (FCC 15-136) which, among other things, established rate caps on interstate and intrastate calling rates and eliminated, restricted, and/or further defined the fees which may be charged by inmate calling service providers; and
- H. WHEREAS, on March 7, 2016, the United States Court of Appeals, District of Columbia Circuit ("D.C. Court") issued an order staying the implementation of rate caps on the calling rates set forth in 47 CFR section 64.6010, and caps on fees for single-call services set forth in 47 CFR section 64.6020(b) (2) pending judicial review of the legality of those caps, as established by FCC 15-136; and
- I. WHEREAS, on March 23, 2016, the D.C. Court issued another order staying the implementation of the interim rate caps set forth in 47 CFR section 64.6030 only as they apply to the provision of intrastate calling services; and
- J. WHEREAS, all other provisions, rules, and regulations set forth in FCC 15-136 remain effective and shall be implemented by jail facilities by June 20, 2016; and
- K. WHEREAS, on June 16, 2016, County and Contractor entered into Amendment Number Four, effective June 20, 2016, which (1) modified the Inmate Telephone Billing Rates and implemented new FCC-authorized Ancillary Service Charges consistent with FCC 15-136, (2) deleted the Convenience and Single-Bill fees authorized under Paragraph 9.5 (Miscellaneous Fees) of the Agreement, (3) added the Advance Pay One Call (APOC) service, and (4) formally memorialized the addition of Customer kiosks at the Department Custody and Detention Facilities; and
- L. WHEREAS, on October 19, 2016, County and Contractor entered into Amendment Number Five to the Agreement to extend the Term of the Agreement for the first one-year Option Term from November 1, 2016 through October 31, 2017; and

### PUBLIC COMMUNICATIONS SERVICES, INC. FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

- M. WHEREAS, on November 23, 2016, County and Contractor entered into Amendment Number Six to amend Exhibit H (Kiosk Locations) to relocate kiosk machines from Pitchess Detention Center and Lancaster Station to Walnut Station and Norwalk Station respectively; and
- N. WHEREAS, on June 13, 2017, the D.C. Court ruled on legality of the Second Report and Order and Third Further Notice of Proposed Rulemaking (80 Fed. Reg. 79136-01 (Dec. 18, 2015)) ("Second Order") issued by the FCC, which, among other things, set permanent rate caps and ancillary fee caps on both interstate and intrastate calls. (Global Tel\*Link v. Fed.Communications Comm'n, No. 15-1461 (D.C. Cir. June 13, 2017)). The Second Order was upheld in part and vacated in part, and certain issues were remanded to the FCC for further proceedings; and
- O. WHEREAS, on October 26, 2017, County and Contractor entered into Amendment Number Seven to the Agreement to (1) extend the Term of the Agreement for the second one-year Option Term from November 1, 2017 through October 31, 2018, (2) update the County-mandated provisions regarding Consideration of GAIN/GROW Participants, County's Quality Assurance Plan, and Safely Surrendered Baby Law, and (3) add the County-mandated provisions regarding Time Off for Voting and Compliance with County's Zero Tolerance Policy on Human Trafficking; and
- P. WHEREAS, on October 22, 2018, County and Contractor entered into Amendment Number Eight to the Agreement to (1) extend the Term of the Agreement for the third one-year Option Term from November 1, 2018 through October 31, 2019, (2) update the County-mandated provision regarding Assignment and Delegation/Mergers or Acquisitions, and (3) add the County-mandated provisions regarding Compliance with Fair Chance Employment Practices and Compliance with the County Policy of Equity; and
- Q. WHEREAS, on October 23, 2019, County and Contractor entered into Amendment Number Nine to the Agreement to (1) extend the Term of the Agreement through October 31, 2021, a total period of two years, which included the final six-month option period of the Agreement, and (2) add the County-mandated provision regarding Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment; and
- R. WHEREAS, on July 28, 2021, the FCC released a Report and Order and Notice of Proposed Rulemaking (FCC 21-60) Final Rule which, among other things,

### PUBLIC COMMUNICATIONS SERVICES, INC. FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

lowers the interim rap caps on interstate calling rates to \$0.12 for prisons and \$0.14 for jails with an average daily population of 1,000 or more incarcerated people, effective October 26, 2021; and

- S. WHEREAS, on August 23, 2021, the California Public Utilities Commission (CPUC) released Decision 21-08-037, Adopting Interim Rate Relief for Incarcerated Person's Calling Services Rulemaking (CPUC 20-10-002) which, among other things, imposes a per-minute interim rate cap of seven cents (\$0.07) for intrastate debit, prepaid calls, and collect calls for all incarcerated persons calling services (IPCS) operating within California, effective October 7, 2021; and
- T. WHEREAS, the Agreement currently expires on October 31, 2021; and
- U. WHEREAS, County and Contractor agree to (1) extend the Term of the Agreement for six months, from November 1, 2021, through April 30, 2022, plus an additional six-month option period, exercisable in any increment, (2) modify the Inmate Telephone Billing Rates, (3) eliminate the Minimum Annual Guarantee and modify the Inmate Welfare Fund Revenue Share, (4) delete or modify Ancillary Services Charges currently authorized in the Agreement (5) update the County-mandated provision regarding Facsimile, and (6) add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s).

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor agree to amend the Agreement as follows:

- 1. Subparagraph 2.15 of the Agreement is deleted in its entirety and replaced as follows to rename the subparagraph:
  - 2.15 "<a href="IWF Revenue Share Rate">IWF Revenue Share Rate</a>" means the County's percentage of revenue payable by Contractor to County from the Total Billable Amount received by Contractor for providing ITS and Services.
- 2. Subparagraph 2.17 of the Agreement is deleted in its entirety and replaced as follows to rename the subparagraph:
  - 2.17 "<a href="IWF Revenue Share Earned">IWF Revenue Share Earned</a>" has the meaning set forth in Subparagraph 9.3.2 of the Agreement.

### PUBLIC COMMUNICATIONS SERVICES, INC. FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

- 3. Subparagraph 2.52 of the Agreement is deleted in its entirety and replaced as follows to update the definition of Total Billable Amount:
  - 2.52 "<u>Total Billable Amount</u>" means the aggregate of total claims made by Contractor against Inmates and Customers for all calls, both Domestic (Intrastate and Interstate) and International, excluding the Speed Dial Call Rate for Designated County Entities, CPUC and FCC-permissible Third-Party Financial Transaction Fees, and Taxes and Regulatory fees listed in Exhibit C (Telephone Rates and Payment Schedule) of this Agreement for which revenue share to County is not realized.
- 4. Subparagraph 6.2.4 of the Agreement is deleted in its entirety and replaced as follows to delegate authority to the Sheriff or designee regarding exercising the extension option:
  - 6.2.4 For the six-month option period in any increment, an Amendment to this Agreement shall be mutually agreed upon and executed by Sheriff or designee and Contractor.
- 5. Subparagraph 6.2.5(a) of the Agreement is deleted in its entirety and replaced as follows to update the reference and location for Speed Dial Call Rate to Designated County Entities in the Agreement:
  - 6.2.5(a) any change that decreases the Speed Dial Call Rate to Designated County Entities set forth on Section A (Inmate Telephone Billing Rates) of Exhibit C (Telephone Rates and Payment Schedule) consistent with Paragraph 9.4.4 of the Agreement.
- 6. Paragraph 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement for six-months, from November 1, 2021, through April 30, 2022, plus an additional six-month option period, in any increment:

### 7. TERM

7.1 The Term of this Agreement shall be from November 1, 2011, through and including April 30, 2022, unless terminated earlier in whole or in part, as provided herein.

### PUBLIC COMMUNICATIONS SERVICES, INC. FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

- 7.2 The County has the option, at County's discretion and upon notice to Contractor prior to the end of the Term, to extend the Term of this Agreement for an option period of six months, in any increment, for a maximum total Agreement Term not to exceed eleven (11) years. Such extension shall be in the form of an Amendment executed by both parties in accordance with Subparagraph 6.2.4 above.
- 7.3 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Option Term extension of the Agreement.
- 7.4 If applicable, Contractor shall notify Sheriff Project Director, Sheriff Project Manager, Probation Project Director and Probation Project Manager when the current Term is within six (6) months from the expiration of this event, Contractor shall send written notification to the addresses herein provided in Exhibit K (County and Contractor Administration) of the Agreement.
- 7. Subparagraph 9.1 (Minimum Annual Guarantee (MAG)) of the Agreement is deleted in its entirety to eliminate the Minimum Annual Guarantee required under the Agreement, effective October 7, 2021.
- 8. Subparagraph 9.3 (Commission) of the Agreement is deleted in its entirety and replaced as follows to rename the subparagraph and to modify the Inmate Welfare Fund Revenue Share, effective October 7, 2021:

### 9.3 Inmate Welfare Fund Revenue Share (IWF Revenue Share)

9.3.1 County IWF Revenue Share Rate, expressed as a percentage of the Total Billable Amount, shall be as follows:

In accordance with Exhibit C (Telephone Rates and Payment Schedule), the IWF Revenue Share Rate shall be paid on a monthly basis by the 10<sup>th</sup> day of each month following the month on which the IWF Revenue Share Earned is generated as follows: 40% of the Contractor's Total Billable Amount, excluding applicable taxes for each month that the billed minutes in the month are below 9,562,500; 45% of the Contractor's Total Billable Amount, excluding applicable taxes, for the month that the billed minutes are

### PUBLIC COMMUNICATIONS SERVICES, INC. FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

between 9,562,501 minutes and 22,950,000 minutes; and 60% of the Total Billable Amount, excluding applicable taxes, for each month that the billed minutes are greater than 22,950,001.

- 9.3.2 Beginning November 1, 2021 and at the conclusion of each 6month term thereafter, the actual IWF Revenue Share Earned at the above stated IWF Revenue Share Rate will be compared to a semi-annualized calculation of the billed minutes during the prior six month time period. Should the payment based on the semiannualized calculation exceed the aggregate total monthly payments received by the County in the preceding six months, Contractor shall provide a "Trued-Up" payment to the County. The semi-annualized calculation shall be based on a payment of 40% of the Total Billable Amount, excluding applicable taxes, if the total billed minutes are 57,375,000 or less; 45% of the Total Billable Amount, excluding applicable taxes, if the total billed minutes are 57,375,001 to 137,700,000; and 60% of the Total Billable Amount, excluding applicable taxes, if the total for billed minutes above 137,700,000. Contractor shall make payment to the County for such Trued-Up amount within thirty (30) calendar days of the conclusion of each semi-annual term.
- 9. Subparagraph 9.4.4 of the Agreement is deleted in its entirety and replaced as follows to update the reference and location for Speed Dial Call Rate to Designated County Entities in the Agreement:
  - 9.4.4 Contractor shall charge the County for Speed Dial Calls made by Inmates to designated County entities at the rate set forth in Section A (Inmate Telephone Billing Rates) of Exhibit C (Telephone Rates and Payment Schedule). This call rate shall remain firm and fixed for the Term of the Agreement, but may be adjusted downward only upon the mutual agreement of the parties. Such change shall be in the form of an Amendment in accordance with Paragraph 6 (Changes Orders and Amendments) and shall be mutually agreed upon and executed by Sheriff or designee and Contractor.
- 10. Subparagraph 9.5 (Ancillary Service Charges) of the Agreement is deleted in its entirety and replaced as follows to eliminate ancillary service fees, rename Paragraph 9.5 "Third-Party Financial Transaction Fee," and continue to authorize

### PUBLIC COMMUNICATIONS SERVICES, INC. FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

third party financial transaction fees consistent with FCC 21-60 and/or CPUC 20-10-002.

### 9.5 <u>Third-Party Financial Transaction Fee</u>

Contractor shall only charge a Third-Party Financial Transaction Fee as set forth on Exhibit C (Telephone Rates and Payment Schedule) of the Agreement and expressly authorized by CPUC 20-10-002 and/or FCC 21-60. Contractor's Third-Party Financial Transaction Fee charges shall at all times comply with all CPUC and/or FCC mandates.

11. Paragraph 59.0 (Facsimile) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Counterparts and Electronic Signatures and Representations:

### 59.0 <u>COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS</u>

- 59.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.
- 59.2 The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 6 (Change Orders and Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.
- 12. Paragraph 71.0 (Prohibition from Participation in Future Solicitation(s)) is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows to add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s):

### PUBLIC COMMUNICATIONS SERVICES, INC. FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

### 71.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

- 71.1 A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.
- 13. Attachment 1 (Glossary of Terms) of Exhibit B (Statement of Work) of the Agreement is deleted in its entirety and replaced with the revised Attachment 1 (Glossary of Terms) [Not attached will be amended to update the glossary of terms consistent with this Amendment].
- 14. Exhibit C (Telephone Rates and Payment Schedule) of the Agreement is deleted in its entirety and replaced with the revised Exhibit C (Telephone Rates and Payment Schedule), attached hereto, to modify inmate billing rates, revise the County IWF Revenue Share Rate, add International Call Rates and the Speed Dial Rate for Calls to Designated County Entities, add free calls, and implement the revised Third-Party Financial Transaction Fee, effective October 7, 2021.
- 15. Attachment 1 (International Rate Table) of Exhibit C (Telephone Rates and Payment Schedule) of the Agreement is deleted in its entirety.
- Attachment 2 (Speed Dial Call Rate to Designated County Entities) of Exhibit C (Telephones Rates and Payment Schedule) of the Agreement is deleted in its entirety.
- 17. Except as expressly provided in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.
- 18. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all

# AMENDMENT NUMBER TEN TO AGREEMENT NO. 77655 BY AND BETWEEN COUNTY OF LOS ANGELES AND PUBLIC COMMUNICATIONS SERVICES, INC. FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

requirements of Contractor have been fulfilled to provide such actual authority.

### AND

### PUBLIC COMMUNICATIONS SERVICES, INC. FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

**IN WITNESS WHEREOF**, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment to be executed on its behalf by the Sheriff of Los Angeles County, and Contractor has caused this Amendment to be duly executed on its behalf by its authorized officer.

	COUNTY OF LOS ANGELES
	By: ALEX VILLANUEVA, SHERIFF
	Date:
	PUBLIC COMMUNICATIONS SERVICES, INC.
	Ву:
	Name:
	Title:
APPROVED AS TO FORM: RODRIGO A. CASTRO-SILVA County Counsel	Date:
By: Michele Jackson Principal Deputy County Counsel	

### **EXHIBIT C**

## TELEPHONE RATES AND PAYMENT SCHEDULE (Restated under Amendment Number Four)

**INMATE TELEPHONE SYSTEM (ITS) AND SERVICES** 

### **TELEPHONE RATES AND PAYMENT SCHEDULE**

CONTRACTOR: PUBLIC COMMUNICATIONS SERVICES, INC.

### A. INMATE TELEPHONE BILLING RATES

Domestic Calls INTRASTATE CALLS – All	CALL RATE
Rate per minute	\$0.25
Domestic Calls INTERSTATE CALLS – Collect	CALL RATE
Rate per minute	\$0.25
Domestic Calls INTERSTATE CALLS – Debit Phone Account (Cardless) and Pre-Paid Account	CALL RATE
Rate per minute	\$0.21
International Calls	CALL RATE
Rate per minute	International Rate Table is attached hereto as Attachment 1

Contractor's inmate telephone billing rates shall at all times comply with all Federal Communications Commission (FCC) mandates regardless of the rates set forth herein.

#### B. COMMISSION PAYMENTS

1. Minimum Annual Guarantee (MAG) payment for each of the following departments:

**SHERIFF'S DEPARTMENT**: \$15,000,000 (for each year of the Agreement)

Contractor shall pay the Sheriff's Department a monthly MAG of One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000) within ten (10) calendar days of the beginning of each month during the Agreement. The first monthly payment shall be paid by November 10, 2011.

### **PROBATION DEPARTMENT**: \$59,000 (for each year of the Agreement)

Contractor shall pay the Probation Department an annual MAG of Fifty-Nine Thousand Dollars (\$59,000) by November 30, 2011 and the same month and date of each Agreement Year thereafter.

2. County Commission Rate expressed as a percentage of the Total Billable Amount for each year of the Agreement:

<u>67.5%</u>

### C. ANCILLARY SERVICE CHARGES

Ancillary Service Charge means generally any charge Customers may be assessed for the use of ITS and Services that is not included in the per-minute inmate telephone billing rates assessed for individual calls under Section A (Inmate Telephone Billing Rates). Ancillary Service Charges under this Agreement shall be limited to the following:

### 1. Paper Bill/Statement Fee - \$2.00 per paper bill/statement

[Paper Bill/Statement Fee means a fee associated with providing Customers an optional paper billing statement. No charge is permissible for electronic bills/statements.

#### 2. Automated Payments Fees

[Automated Payments Fees mean credit card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk.]

Automated Payments Fees under this Agreement are associated only with Pre-Paid Accounts and shall be limited to the following two (2) call options:

(A) Advance Pay Fee - \$3.00 per-deposit

[Advance Pay Fee means a per-deposit Automated Payment Fee associated with a deposit of funds into an Advance Pay account established by a Customer.]

OR

(B) Advanced Pay One Call Fee - \$3.00 per-call

[Advance Pay One Call Fee means a per-call Automated Payment Fee associated with payment for Advance Pay One Call services where there is no pre-established or funded billing arrangement and where the Customer does not want to establish or fund an Advance Pay account.]

### 3. Live Agent Fee - \$5.95 per use

[Live Agent Fee means a fee associated with the optional use of a Live Agent Operator to establish or fund an Advance Pay account to complete ITS and Services transactions. No additional Automated Payment Fee may be assessed for the establishment or deposit of funds into an Advance Pay account if a Live Agent Operator is used by the Customer.]

### 4. Third-Party Financial Transaction Fees - Pass through with no markup

[Third-Party Financial Transaction Fees means the exact fees, with no markup, that Contractor is charged by third parties to transfer money or process financial transactions to facilitate a Customer's ability to make account payments via a third party. Contractor may pass these fees through to Customers directly with no markup.]

Contractor's Ancillary Service Charges authorized herein shall at all times comply with all FCC mandates regardless of the Ancillary Service Charges set forth herein.

### D. Taxes and Regulatory Fees

Contractor shall charge only those mandatory applicable pass-through Taxes and regulatory fees as expressly authorized by the FCC. Such mandatory applicable pass-through Taxes and regulatory fees shall be applied separately and passed through to Inmates and Customers directly with no mark-up. The inmate telephone billing rates charged in Section A (Inmate Telephone Billing Rates) are exclusive of mandatory applicable pass-through Taxes and regulatory fees collected by Contractor on behalf of federal, state, or local governments. No Taxes or regulatory fees shall be charged unless authorized by the FCC and compliant with all FCC mandates.

This Exhibit C (Telephone Rates and Payment Schedule) includes Attachment 1 (International Rate Table) and Attachment 2 (Speed Dial Call Rate to Designated County Entities).

Contractor represents and warrants that the person signing this Exhibit C (Telephone Rates and Payment Schedule) for Contractor is an authorized agent, who has actual authority to bind Contractor to each and every item listed in this Exhibit C (Telephone Rates and Payment Schedule) to provide such actual authority.

Printed Name	Title	
Signature	Date	

## EXHIBIT C ATTACHMENT 1

### INTERNATIONAL RATE TABLE

(Restated under Amendment Number Four)

**INMATE TELEPHONE SYSTEM (ITS) AND SERVICES** 

### **PCS International Rate Table**

International Country	Rate Period	Rate Per Minute
CANADA	Any	\$0.30
PUERTO RICO	Any	\$0.45
MEXICO	Any	\$0.50
UNITED KINGDOM	Any	\$0.75
AUSTRIA	Any	\$0.90
BAHAMAS	Any	\$0.90
COLUMBIA	Any	\$0.90
U.S. VIRGIN ISLANDS	Any	\$0.90
DOMINICAN REPUBLIC	Any	\$0.95
ECUADOR	Any	\$0.95
EL SALVADOR	Any	\$0.95
GUATEMALA	Any	\$0.95
PANAMA	Any	\$0.95
ARUBA	Any	\$1.00
BENIN	Any	\$1.00
BERMUDA	Any	\$1.00
FRANCE	Any	\$1.00
GERMANY	Any	\$1.00
GHANA	Any	\$1.00
HONG KONG	Any	\$1.00
ISRAEL	Any	\$1.00
ITALY	Any	\$1.00
JAMAICA	Any	\$1.00
JAPAN	Any	\$1.00
MONACO	Any	\$1.00
NETHERLANDS	Any	\$1.00
NIGERIA	Any	\$1.00
NORWAY	Any	\$1.00
SAN MARINO	Any	\$1.00
ST. PIERRE/MIQUELON	Any	\$1.00
SWEEDEN	Any	\$1.00
TRINIDAD/TOBAGO	Any	\$1.00
VENEZUELA	Any	\$1.00
VENEZUELA	Any	\$1.00
AFGHANISTAN	Any	\$1.25
ALBANI	Any	\$1.25
ALGERIA	Any	\$1.25
ANDORRA	Any	\$1.25
ANGOLA	Any	\$1.25

ANGUILLA	Any	\$1.25
ANTIGUA/BARBUDA	Any	\$1.25
ARGENTINA	Any	\$1.25
ARMENIA	Any	\$1.25
AUSTRAILIA	Any	\$1.25
AZERBAIJAN	Any	\$1.25
BAHRAIN	Any	\$1.25
BANGLADESH	Any	\$1.25
BARBADOS	Any	\$1.25
BELARUS	Any	\$1.25
BELGIUM	Any	\$1.25
BELIZE	Any	\$1.25
BOLIVIA	Any	\$1.25
BOSINA/HERZEGOVINA	Any	\$1.25
BOSTSWANA	Any	\$1.25
BRAZIL	Any	\$1.25
BRITISH VIRGIN ISLANDS (TORTOLA)	Any	\$1.25
BRUNEI	Any	\$1.25
BULGARIA	Any	\$1.25
BURKINA FASO	Any	\$1.25
BURUNDI	Any	\$1.25
CAMEROON	Any	\$1.25
CAPE VERDE ISLANDS	Any	\$1.25
CAYMAN ISLANDS	Any	\$1.25
CENTRAL AFRICAN REP	Any	\$1.25
CHILE	Any	\$1.25
CHINA	Any	\$1.25
CONGO	Any	\$1.25
CONGO DEM REP (ZAIRE)	Any	\$1.25
COOK ISLANDS	Any	\$1.25
COSTA RICA	Any	\$1.25
CROATIA	Any	\$1.25
CUBA	Any	\$1.25
CYPRUS	Any	\$1.25
CZECH REPUBPLIC	Any	\$1.25
DENMARK	Any	\$1.25
DJIBOUTI	Any	\$1.25
DOMINICA	Any	\$1.25
EGYPT	Any	\$1.25
ERITREA	Any	\$1.25
ESTONIA	Any	\$1.25

ETHIOPIA	Any	\$1.25
FALKLAND ISLANDS	Any	\$1.25
FAROE ISLANDS	Any	\$1.25
FIJI	Any	\$1.25
FINLAND	Any	\$1.25
FRENCH GUIANA	Any	\$1.25
FRENCH POLYNESIA	Any	\$1.25
GABON	Any	\$1.25
GAMBIA	Any	\$1.25
GEORGIA	Any	\$1.25
GIBRALTAR	Any	\$1.25
GREECE	Any	\$1.25
GREENLAND	Any	\$1.25
GRENADA	Any	\$1.25
GUADELOUPE	Any	\$1.25
GUINEA	Any	\$1.25
GUINEA-BIASSAU	Any	\$1.25
GUYANA	Any	\$1.25
HAITI	Any	\$1.25
HONDURAS	Any	\$1.25
HUNGARY	Any	\$1.25
ICELAND	Any	\$1.25
INDIA	Any	\$1.25
INDONESIA	Any	\$1.25
IRAN	Any	\$1.25
IRAQ	Any	\$1.25
IRELAND	Any	\$1.25
IVORY COAST	Any	\$1.25
JORDAN	Any	\$1.25
KAZAKHSTAN	Any	\$1.25
KENYA	Any	\$1.25
KIRIBATI	Any	\$1.25
KOREA (SOUTH)	Any	\$1.25
KUWAIT	Any	\$1.25
KYRGYSTAN	Any	\$1.25
LAOS	Any	\$1.25
LATVIA	Any	\$1.25
LEBANON	Any	\$1.25
LESOTHO	Any	\$1.25
LIBERIA	Any	\$1.25
LIBYA	Any	\$1.25
LIECHTENSTEIN	Any	\$1.25

LITHUANIA	Any	\$1.25
LUXEMBOURG	Any	\$1.25
MACAU	Any	\$1.25
MACEDONIA	Any	\$1.25
MALAWI	Any	\$1.25
MALAYSIA	Any	\$1.25
MALDIVES REPUBLIC	Any	\$1.25
MALI	Any	\$1.25
MALTA REPUBLIC	Any	\$1.25
MARSHALL ISLANDS	Any	\$1.25
MARTINIQUE	Any	\$1.25
MAURITANIA	Any	\$1.25
MAURITIUS	Any	\$1.25
MAYOTTE ISLANDS	Any	\$1.25
MICRONESIA	Any	\$1.25
MOLDOVA	Any	\$1.25
MONGOLIA	Any	\$1.25
MONTSERRAT	Any	\$1.25
MOROCCO	Any	\$1.25
MOZAMBIQUE	Any	\$1.25
MYANMAR (BURMA)	Any	\$1.25
NAMBIA	Any	\$1.25
NEPAL	Any	\$1.25
NETHERLANDS ANTILLES	Any	\$1.25
NEW CALEDONIA	Any	\$1.25
NEW ZEALAND	Any	\$1.25
NICARAGUA	Any	\$1.25
NIGER	Any	\$1.25
OMAN	Any	\$1.25
PAKISTAN	Any	\$1.25
PALAU	Any	\$1.25
PAPUA NEW GUINEA	Any	\$1.25
PARAGUAY	Any	\$1.25
PARAGUAY	Any	\$1.25
PERU	Any	\$1.25
PHILIPPINES	Any	\$1.25
POLAND	Any	\$1.25
PORTUGAL	Any	\$1.25
QATAR	Any	\$1.25
REUNION ISLAND	Any	\$1.25
ROMANIA	Any	\$1.25

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RUSSIA	Any	\$1.25
RWANDA	Any	\$1.25
SAUDI ARABIA	Any	\$1.25
SENEGAL	Any	\$1.25
SEYCHELLES	Any	\$1.25
SIERRA LEONE	Any	\$1.25
SINGAPORE	Any	\$1.25
SLOVAKIA	Any	\$1.25
SLOVENIA	Any	\$1.25
SOUTH AFRICA	Any	\$1.25
SPAIN	Any	\$1.25
SRI LANKA	Any	\$1.25
ST KITTS/NEVIS	Any	\$1.25
ST LUCIA	Any	\$1.25
ST VINCENT/GRENADINE	Any	\$1.25
SUDAN	Any	\$1.25
SURINAME	Any	\$1.25
SWAZILAND	Any	\$1.25
SWITZERLAND	Any	\$1.25
SYRIA	Any	\$1.25
TAIWAN	Any	\$1.25
TAJIKISTAN	Any	\$1.25
TANZANIA	Any	\$1.25
THAILAND	Any	\$1.25
TOGO	Any	\$1.25
TONGA	Any	\$1.25
TUNISIA	Any	\$1.25
TURKEY	Any	\$1.25
TURKMENISTAN	Any	\$1.25
TURKS/CAICOS	Any	\$1.25
UGANDA	Any	\$1.25
UKRAINE	Any	\$1.25
UNITED ARAB EMIRATES	Any	\$1.25
URUGUAY	Any	\$1.25
UZBEKISTAN	Any	\$1.25
VIETNAM	Any	\$1.25
WESTERN SAMOA	Any	\$1.25
YEMEN REP	Any	\$1.25
YUGOSLAVIA	Any	\$1.25
ZAMBIA	Any	\$1.25
ZIMBABWE	Any	\$1.25